

*Railcar
Leasing
Specialists*

2-290A041

October 14, 1992

Ms. Mildred Lee
Room 2303
ICC Recordations
Interstate Commerce Commission
12th and Constitutional Avenue NW
Washington D.C. 20423

17979
OCT 16 1992-3 00 PM
INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

On September 24, 1992 Railcar Leasing Specialists, Inc. located at 719 Tenth Street, Wilmette, Illinois 60091 entered into an agreement to purchase ten (10) used covered hopper cars from the Atchison, Topeka and Santa Fe Railway Company located at 910 N. E. River Road, Topeka, Kansas 66601.

Attached is an original bill of sale and my notarized signature on a copy of the Bill of Sale Attesting that it is a true copy of the original.

Please find a check in the amount of \$16.00 to cover the cost of recording the Bill of Sale.

If you have any questions or comments please contact me at (708)256-2042.

Thank you for your cooperation.

Sincerely,



Dennis L. Amick
President

719 Tenth Street · Wilmette, Illinois 60091 · 708-256-2042

Interstate Commerce Commission
Washington, D.C. 20423

10/16/92

OFFICE OF THE SECRETARY

Dennis L. Amick

President

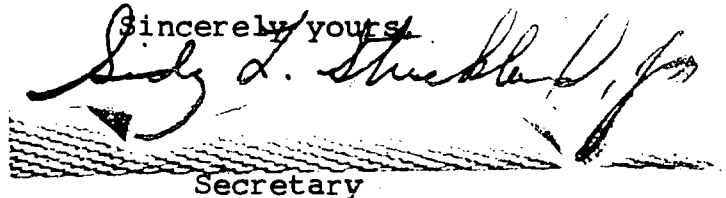
Railcar Leasing Specialists

719 10th St. Wilmette, IL. 60094

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/16/92 at 3:00pm , and assigned re-recording number(s). 17979

Sincerely yours,

A handwritten signature in cursive script, reading "Sidney L. Strickland, Jr.", written over a horizontal line.

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

RECORDING NO.

FILED 112



OCT 16 1992-3 00 PM

The Atchison, Topeka and Santa Fe Railway Company CONFERENCE COMMISSION

901 N.E. River Road
Fax No. (913) 295-5083

PURCHASING AND MATERIALS MANAGEMENT
P.O. Box 1674

Торек, Календ 66601

BILL OF SALE

THIS SALE OF BILL ("Bill of Sale") is made this 30th day of September, 1992 by THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, ("Seller") in favor of RAILCAR LEASING SPECIALISTS, INC., ("Buyer").

RECITALS

For good and valuable consideration (\$10.00), the adequacy and receipt of which is acknowledged by Seller, Seller desires to give this Bill of Sale for the purpose of effecting the purchase and sale of the equipment as more particularly described in Exhibit A attached hereto (the "Equipment").

SELLER AGREES AS FOLLOWS:

1. Sale of Equipment. Seller does hereby sell, convey assigns and transfers to Buyer its affiliates, successors and assigns the Equipment. The Equipment is sold "AS IS, WHERE IS, IN SERVICEABLE CONDITION AND IN COMPLIANCE WITH AAR AND FRA INTERCHANGE RULES." Seller hereby sells, assigns and transfers to Buyer all such rights and benefits as Seller may now or hereafter have under any warranty, guarantee or indemnity with respect to the Equipment against any manufacturer or supplier thereof or any part thereof, on any contractor or subcontractor or any such manufacturer or supplier.
2. Warranty of Ownership. Seller does hereby covenant and warrant that it is the lawful owner of the Equipment and has good, indefeasible, valid and marketable title in and to the Equipment free and clear of all claims, liens, encumbrances, security interests and rights of third parties of any nature whatsoever arising by or through Seller and Seller has the right to sell the same.

Seller represents and warrants that it is not required to comply with any bulk sales or similar laws with respect to the sale of the Equipment.

3. Indemnity. Seller will warrant and defend title to the Equipment against all and every person and persons whomsoever claiming or laying claim to the same by or through Seller.

Seller hereby agrees to indemnify Buyer and hold it harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys fees) it may suffer as a result of any claims, demands, suits, actions, causes of action, recoveries or judgments arising out of any claim of title to the Equipment or any lien thereon.

5. No Rights in Third Party. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person other than parties hereto and their respective successors and assigns, any right, remedies, obligations or liabilities under or by reason of this Bill of Sale.

Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

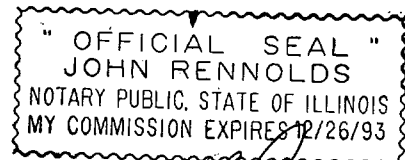
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By: *H. A. Oberhelman*
for Assistant Vice-President
Purchasing and Materials Management

This is A True and Exact Copy of the Original Bill of Sale

Dennis Amick

Dennis Amick
President
Railcar Leasing Specialists, Inc.



[Signature]
10/14/92

EXHIBIT A

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>CAR NUMBER</u>
Pneumatic Covered Hoppers	Ten (10)	AT-400050 AT-400054 AT-400057 AT-400059 AT-400061 AT-400066 AT-400069 AT-400071 AT-400073 AT-400074